

SEWER EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, David L. Webb and Connie Webb, hereinafter referred to as "Grantor", do hereby grant, bargain, sell and convey unto the City of Olive Branch, its successors and assigns, hereinafter referred to as "Grantee", the right, privilege and easement at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline, pipelines and other appurtenances for operation of the City Sewage System, within the confines of an area described in Exhibit 1, which is attached hereto and made a part hereof as if fully copied herein, together with reasonable access thereto.

TO HAVE AND TO HOLD said easement and reasonable access thereto unto said Grantee, its successors and assigns temporarily, where noted, and permanently, where noted in Exhibit 1.

It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

As additional consideration it is agreed that Grantor shall be entitled to receive a waiver of one sewer tap on the property over which this Easement is granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted easement, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted easement that will interfere with the normal operation and maintenance of the said line or lines.

Grantor hereby expressly agrees that in the event the route of the pipeline to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways located on the above described land or other places requiring extra working space, Grantee shall have the right and temporary access to additional working space which may be necessary for construction.

Grantor represents that the above described land is not rented at the present time.

The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto, and the rights herein granted may be assigned in whole or in part.

IN WITNESS WHEREOF the said Grantors have hereunto set their hand and seal, this 22nd day of September, 2001.

David L. Webb
DAVID L. WEBB

Connie Webb
CONNIE WEBB

Witnessed By:

A. H. Davis

STATE MS. - DESOTO CO.
JUN 5 11 39 AM '02

APPROVED AND ACCEPTED by the
City of Olive Branch

By: *Samuel P. Rikard*
SAMUEL P. RIKARD, MAYOR

ATTEST:

Judy C. Herrington
JUDY C. HERRINGTON, CITY CLERK

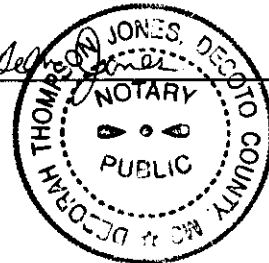
STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of September, 2001, within my jurisdiction, A. G. Davis, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he saw the within named David L. Webb and Connie Webb, whose names are subscribed thereto, sign and deliver the same to the City of Olive Branch; and that the affiant subscribed his name as witness thereto in the presence of same.

A. G. Davis
Witness

David L. Thompson
NOTARY PUBLIC



My Commission Expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 21, 2003
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 15th day of May, 2002, within my jurisdiction, the within named Samuel P. Rikard and Judy C. Herrington, who acknowledged that they are the Mayor and City Clerk, respectively, of the City of Olive Branch, and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized so to do.

Deanna Wagner
NOTARY PUBLIC

My Commission Expires:
My Commission Expires May 20, 2003

PREPARED BY AND RETURN TO: Gary P. Snyder, Watkins Ludlam Winter & Stennis, P.A.,
P.O. Box 1456, Olive Branch, MS 38654, 662-895-2996.

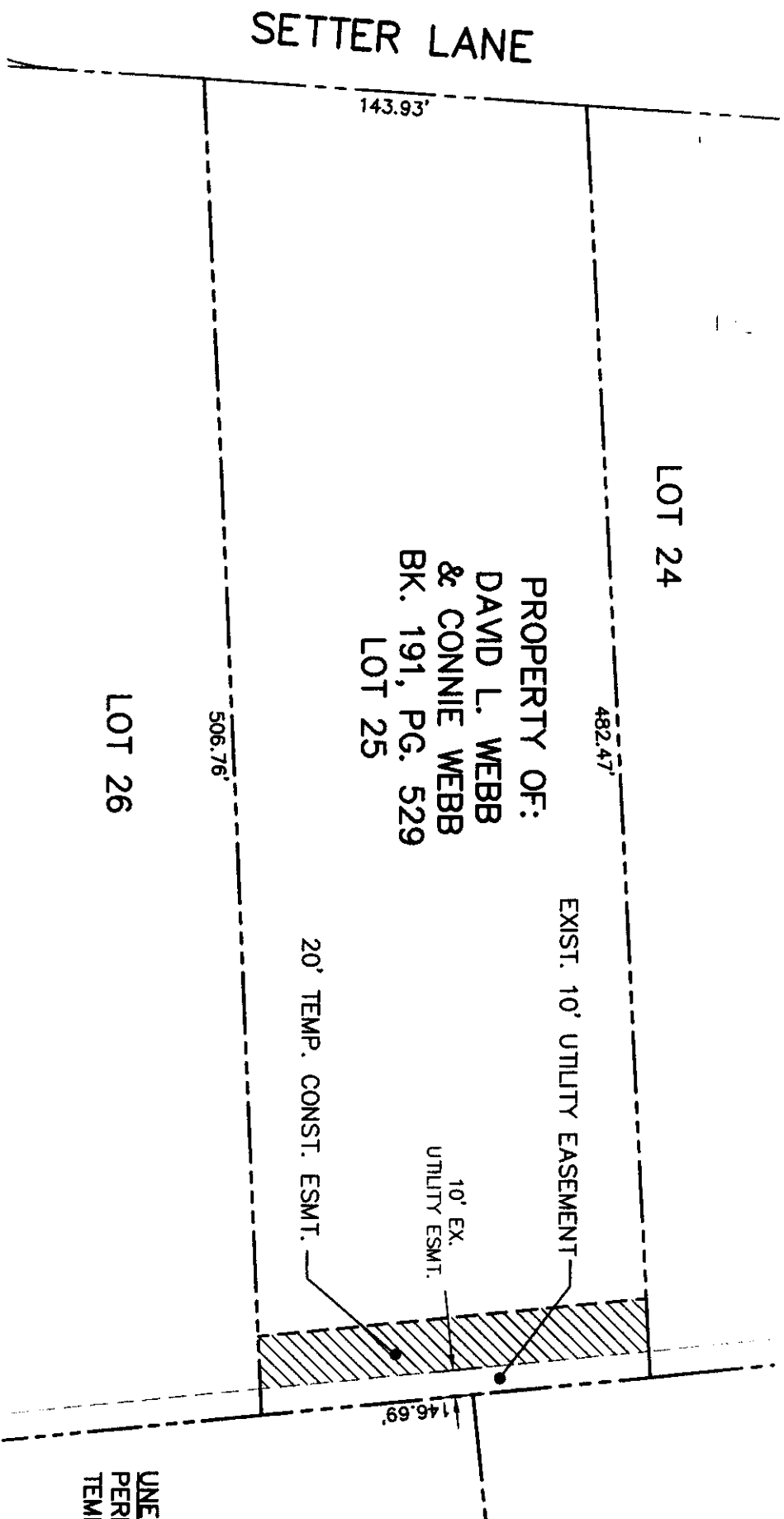
**DAVID L. WEBB &
wife, CONNIE WEBB
DEED BOOK 191, PAGE 529**

EXHIBIT 1

Being a portion of Lot 25, Section "B", Quail Hollow Subdivision, lying in Section 24, Township 1 South, Range 7 West, City of Olive Branch, Desoto County, Mississippi, as recorded in Plat Book 24, Pages 44-45 in the Desoto County Chancery Clerk's, Desoto County, Mississippi, and being more particularly described as follows:

TEMPORARY CONSTRUCTION EASEMENT

Being a 20 foot wide strip of land parallel and adjacent to the west line of an existing 10 foot wide utility easement which is adjacent to the east line of subject property and containing 2,931 square feet more or less.



PROPERTY OF:
DAVID L. WEBB
& CONNIE WEBB
BK. 191, PG. 529
LOT 25

LOT 26

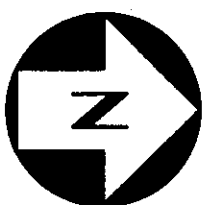
LOT 24

EXIST. 10' UTILITY EASEMENT

10' EX.
UTILITY ESMT.

20' TEMP. CONST. ESMT.

146.69'



SCALE: 1" = 60'

EASEMENT REQUIRED:

UNENCUMBERED: ENCUMBERED:
PERM: 0.0 S.F. PERM: 0.0 S.F.
TEMP: 2,931 S.F. TEMP: 0.0 S.F.

EXHIBIT NO. 1

SHEET 1 OF 1

THE CITY OF OLIVE BRANCH, MISSISSIPPI
DESOTO COUNTY

QUAIL HOLLOW SEWER IMPROVEMENT

UTILITY EASEMENT

PREPARED BY: F&A BK. 191, PG. 529 TRACT: WEBB

DRAFTSMAN: MAW DATE: DEC., 2000

THIS PROPERTY IS LOCATED IN SECTION 24
TOWNSHIP 1 SOUTH, RANGE 7 WEST
DESOTO COUNTY, MISSISSIPPI

NO.	DESCRIPTION	DATE	BY

DON W. HUMPHREYS
8780 Pleasant Hill Rd.
Olive Branch, Ms 38654

Grantor

To

DAVID L. WEBB, ET UX
4623 Woodale Ave.
Memphis, TN 38118

Grantees

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, I, DON W. HUMPHREYS, do hereby grant, bargain, sell, convey and warrant unto DAVID L. WEBB and wife, CONNIE WEBB, as tenants by the entirety with full right of survivorship and not as tenants in common, the land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lot 25, Section B, Quail Hollow Subdivision as shown on plat of record in Plat Book 24, pages 44-45, in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 24, Township 1, Range 7 West.

The hereinabove described property is conveyed subject to road rights of way, public utility easements, zoning and subdivision regulations and health department regulations in effect in DeSoto County, Mississippi; restrictive covenants of Section B, Quail Hollow Subdivision as set out on plat of said subdivision recorded in Plat Book 24, pages 44-45; covenants, limitations and restrictions which are to run with the land in the same manner and for the same time as restrictions on said recorded plat of subdivision.

The herein conveyed property constitutes no part of the homestead of the Grantor, therefore, it is not necessary for his wife to join in this conveyance.

Taxes for the year 1986 will be paid pro-rata as of the date of this deed between the Grantor and the Grantees. Possession is given with the delivery of this deed.